

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN

OLD WOODWARD HOUSING, LLC,
a Michigan limited liability company,
and TIMOTHY HOLTON, an individual,

Plaintiffs,

Case No. 2:15-cv-13778-AC-RSW
Hon. Avern Cohn

vs

THE GREENHOUSE LEASING COMPANY,
LLC, a Michigan limited liability company, and
HYDROPONICS HOUSE, LLC (D/B/A
ORGANIC AMERICA), a Michigan limited liability
company, and MARTIN KARO, an individual,
and NICHOLAS DELFRANCO, an individual,
and TOM DELFRANCO, an individual,

**CONSENT JUDGMENT AND
ORDER REOPENING CASE**

Defendants

and

THE GREENHOUSE LEASING COMPANY, LLC
Defendant/Counter-Plaintiff,

vs

OLD WOODWARD HOUSING, LLC
Plaintiff/Counter-Defendant.

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**CONSENT JUDGMENT AND
ORDER REOPENING CASE**

Plaintiff Timothy Holton, Plaintiff Old Woodward Housing, LLC, Defendant Greenhouse Leasing, LLC, Defendant Hydroponics House, LLC, Defendant Nicholas Del Franco, Defendant Thomas Del Franco, and Defendant Martin Karo, (collectively, the “Parties”), through their respective attorneys, having stipulated to entry of this Consent Judgment and Order Reopening Case; and the Court being fully advised in the premises,

IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:

1. Judgment against Defendants. Judgment in the amount of \$300,000.00, less any payments already made under a Settlement Agreement between the Parties entered as of May 6, 2016, is hereby entered in favor of Plaintiffs Timothy Holton and Old Woodward Housing, LLC, and against Defendants Greenhouse Leasing Company, LLC, Hydroponics House, LLC, Nicholas Del Franco, Thomas Del Franco, and Martin Karo, jointly and severally.

2. Final Judgment as to claims other than RICO claims. This is a final judgment resolving Plaintiffs’ breach of contract claim against Defendants for breach of the Settlement Agreement only. This does not resolve the RICO claims. There is no just reason for delay in entering this judgment under

Fed. R. Civ. P. 54 and payment of the judgment amount shall be paid by Defendants to Plaintiffs in full within 7 days of this judgment being entered.

3. Voluntary Agreement. The Parties acknowledge that they entered into this Consent Judgment voluntarily, that they understand the terms of the Consent Judgment, and that they have had an opportunity to discuss the Consent Judgment and its effects with their legal counsel and/or any advisors they deem appropriate.

4. Case Reopened for RICO claims. The above-captioned case is hereby reopened for Plaintiffs to pursue their RICO claims against Defendants which were previously dismissed without prejudice.

s/Avern Cohn
U.S. District Court Judge

Dated: January 6, 2017

We hereby consent to the entry of this Judgment:

/s/ Mark S. Demorest

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